

CIVIL COURTS.

SUPREME COURT—CHAMBERS.—Oct. 22.—Before Mr. Justice CLARK.
A CHRONICLE OF SUCCESSION—AN ARKANSAS VIGILANCE COMMITTEE IN 1861.

Wm. M. Newnam, att., for the plaintiff in error; H. Goddard.

The plaintiff in the cause, according to his affidavit, was a citizen of the United States, a resident of Canada, Arkansas, but a Unionist and a gentleman. He states that he had a store there, and was a full-fledged business man. His stock in trade being then worth \$1,000 in gold, and of a class which subsequently rose in value from \$2,000 to \$3,000. He was a man of means, and the subject matter of the suit was a sum of money due him by the Arkansas Vigilance Committee of the town, and with one or two others, called up him as a sub-committee, took his goods, and informed him that he was lucky to get off so. This was done under the pretense that the United States had been armed to the teeth, and that it was a regular, and the like stripes of service, over and above that of the master of men. The master of men, however, had no objection, but got employment as a clerk till then. February, when being informed that the Vigilance Committee had under consideration a proposal to hang him as an enemy of the South, he escaped into the United States.

The complainant does not deny that he was one of the Vigilance Committee, nor that he sympathized with those styled secessionists, but says that there was nothing impossible for any citizen of the said State to live there in security, unless he identified himself with that portion of the population who were actuated by sentiments of hostility toward the Northern States and people, at that time in view, and that this was the master of men's design. He also states that he was a regular, and the like stripes of service, over and above that of the master of men. The master of men, however, had no objection, but got employment as a clerk till then. February, when being informed that the Vigilance Committee had under consideration a proposal to hang him as an enemy of the South, he escaped into the United States.

The defendant, a colored boy, is charged with stealing certain articles of clothing from say others on Governor's Island.

Assistant United States District Attorney Joseph Bell presented, and John M. Stiles defended the accused. The trial was conducted with great interest, and the defendant was found guilty, but the accused having suffered a severe impairment already, this being his first offense, and he appearing very sorry and penitent, and the officers who testified against him giving him a good character previous to his trial, it was decided that if again arrested he would be committed and tried for this offense.

SURROGATE'S OFFICE—Oct. 22.—Before Surrogate TUCKER.

The wills of the following persons have been admitted to probate during the past week: Lewis S. Fellowes, Adelia Wilson, Margaret G. Rockwell, Alfred Chapman, Geo. Kelson, Anna H. Clegg, and George C. W. Dykes.

Letters of administration have been granted on the estates of the following deceased persons: Karen Larson, Mrs. John B. Edwards, Mrs. Thomas Newell, Dr. John D. Black, A. Salmon, Dr. Jas. Hastings, Zachariah Parker, Ann Van Cooch, Bradford Frost, Frederick Fonda, Henry Hoy, John McIntire, Susan K. Macomber, Orrville R. Stanier, Marcella McGuire, Samson Oppenheimer, Emma Julius, Patrick Mallan, James Sturges, Wm. Van Wagner, Randolph Bartel, James Hoy, Eleanor A. Henry, Mary McKenna, Michael Noonan, Hugh Torpey, Robert Hallinan, John Maloney.

Letters of guardianship have been granted as follows: To one of the most respectable individuals of the community, and that one of the main reasons for the formation of the Vigilance Committee was to express such cases. His personally deposited and signed copy of the same is filed in the seal of the Plaintiff, but that the Vigilance Committee had received what they considered sufficient evidence that the goods did not belong to him, but to Northerners, and that the Vigilance Committee themselves directed it to be taken for the Confederacy. The goods and all their belongings were rechartered a second day. He further claimed that he was then, and before his departure, and believed they were rechartered a second day. He further claimed that he was not prepared to act in accordance with the prevailing sentiment, and that the exhortations and passions abominated then prevalent. He also stated that, notwithstanding the fact that he had been compelled, compelled by the most respectable individuals of the community, and that one of the main reasons for the formation of the Vigilance Committee was to express such cases. His personally deposited and signed copy of the same is filed in the seal of the Plaintiff, but that the Vigilance Committee had received what they considered sufficient evidence that the goods did not belong to him, but to Northerners, and that the Vigilance Committee themselves directed it to be taken for the Confederacy. The goods and all their belongings were rechartered a second day. He further claimed that he was then, and before his departure, and believed they were rechartered a second day.

The defendants were arrested and held to bail in \$20,000 the plaintiff asking \$100,000 bond, and now asks that that bail be kept, and the date of arrest wholly vacated. Mr. Carter, one of his counsel, arguing that the bail was too large, and Mr. Winter, the other counsel, claiming that the acts of the Vigilance Committee, having been subsequently ratified by the Arkansas Legislature, should be dismissed.

After considerable argument, the court took the papers and received its decision.

Messrs. Louroux for plaintiff; Mr. Carter and Mr. Winter for defendant.

SUPREME COURT—SPECIAL TERM—Oct. 22.—Before Justice BARBOUR.

THE CONSTITUTIONALITY OF THE HEALTH LAW AGAIN—POWERS OF THE BOARD OF HEALTH—THE BOARD THE ULTIMATE JUDGE OF WHAT CONSTITUTES A NUISANCE.

Charles H. Reynolds att., for the Board of Health.

This case, which has already been before several of our courts, was argued before Judge Barbour on Saturday last, and an application to send the record of fact in the case before a jury for trial. The issue is simply whether the establishment of Mr. Reynolds for burning lime, which the Board of Health had decided to be a nuisance, and had abated as such, was constitutional.

Mr. Reynolds obtained an injunction last summer from Judge McFadden, restraining the Board of Health from interfering with his business. The Board of Health appealed to the General Term, whereupon the Court of Appeals had it dismissed, and the case is still pending there. This application, as before stated, is to send the issue of fact to a jury for trial. Judge Barbour, in giving his decision, held that although the Legislature has no right to delegate their legislative power, they may do so in such a way as to give it to any person or body of persons, and that the organization of the Board for the government of this city, and the regulation of the Board for the driving of cattle through the streets is null and void.

The Legislature has in this case conferred certain judicial powers to be exercised in a certain way. It has made the Board of Health a court, and it gives it almost unlimited power.

The Board has a right to adjudge any place to be a nuisance, if they were to decide the Astor House to be a nuisance, they might, after a full hearing for and against the order, the building to be torn down. The power of the Legislature is, in this case, limited with all the powers of a Court, and the decision must be final. It can only be reviewed by certiorari, like all judgments of inferior Courts. This Court has no right to grant an injunction in present from carrying out its orders. The application was ordered to stand, and the facts before a jury, therefore to be decided as having already been decided by a competent tribunal.

James C. Carter for plaintiff; George Bliss, Jr., for Board of Health.

CHAMBERS—Oct. 22.—Before Mr. Justice BARBOUR.

CITY FIREWORKS—JUDGEMENT AGAINST THE CITY.

This case was before Justice Barbour on Saturday last to test the legality of a judgment obtained by the plaintiff against the city for fireworks furnished on the 2nd of February, 1865. The counsel for the corporation contended that the act of Feb. 1, 1865, does not apply to the city, and that the corporation had no right to sue the city, and that the regulation of fireworks by the corporation of this city, and the regulation of the Board for the driving of cattle through the streets is null and void.

The Legislature has in this case conferred certain judicial powers to be exercised in a certain way. It has made the Board of Health a court, and it gives it almost unlimited power.

If they were to decide the Astor House to be a nuisance, they might, after a full hearing for and against the order, the building to be torn down. The power of the Legislature is, in this case, limited with all the powers of a Court, and the decision must be final. It can only be reviewed by certiorari, like all judgments of inferior Courts. This Court has no right to grant an injunction in present from carrying out its orders. The application was ordered to stand, and the facts before a jury, therefore to be decided as having already been decided by a competent tribunal.

James C. Carter for plaintiff; George Bliss, Jr., for Board of Health.

CHAMBERS—Oct. 22.—Before Mr. Justice BARBOUR.

John W. Battiford att., for the Mayor, &c.

THE POWER TO SERVE A SUMMONS ON THE OFFICES OF A CORPORATION.

Samuel P. Morse et al., att., for California State Telegraph.

This was a motion made by Mr. J. S. Carpenter, on behalf of defendants, to quash a summons served on them by the counsel for plaintiffs, on the ground of its being served without authority.

It was argued that the plaintiffs are endeavoring to bring a suit against the for an alleged infringement of their patent rights, which they aver damaged them to the extent of about \$3,000.

A summons was served by Mr. Charles Tracy, the counsel for plaintiffs, on Mr. Horace M. Carpenter, the President of the California State Telegraph Co. (who happened to be in this city), for the purpose of bringing the case to trial.

Mr. Carpenter argues, on behalf of the President of the Company, that he was not, properly, a party to the corporation, except by a vote of the directors of the Company, given such authority.

Mr. Tracy contended that, according to the statutes of the Corporation, the President or any principal officer of a corporation of another State or country, could be served in this State as a summons, and in such case the corporation would be considered as served through its agent and that, according to the act of Congress, the code of laws of the United States, the service of process in such case, by the rule of the United States Courts in States.

The Court did not agree with Mr. Tracy in regard to the view taken by him, and concluded that such a construction of the law as he gave it was not correct.

Mr. Carpenter, in reply to Mr. Tracy, said that no matter what the code of this State might say, the authorities were positive in relation to a corporation not having any legal existence, for the purpose of being sued and having judgments entered upon it outside of the territory to which its corporate powers were limited.

The Court took the papers and reserved its decision.

UNITED STATES CIRCUIT COURT—Oct. 22.—Before Judge SMALLEY.

THE POWER TO SERVE A SUMMONS ON THE OFFICES OF A CORPORATION.

Samuel P. Morse et al., att., for California State Telegraph.

This was a motion made by Mr. J. S. Carpenter, on behalf of defendants, to quash a summons served on them by the counsel for plaintiffs, on the ground of its being served without authority.

It was argued that the plaintiffs are endeavoring to bring a suit against the for an alleged infringement of their patent rights, which they aver damaged them to the extent of about \$3,000.

A summons was served by Mr. Charles Tracy, the counsel for plaintiffs, on Mr. Horace M. Carpenter, the President of the California State Telegraph Co. (who happened to be in this city), for the purpose of bringing the case to trial.

Mr. Carpenter argues, on behalf of the President of the Company, that he was not, properly, a party to the corporation, except by a vote of the directors of the Company, given such authority.

Mr. Tracy contended that, according to the statutes of the Corporation, the President or any principal officer of a corporation of another State or country, could be served in this State as a summons, and in such case the corporation would be considered as served through its agent and that, according to the act of Congress, the code of laws of the United States, the service of process in such case, by the rule of the United States Courts in States.

The Court did not agree with Mr. Tracy in regard to the view taken by him, and concluded that such a construction of the law as he gave it was not correct.

Mr. Carpenter, in reply to Mr. Tracy, said that no matter what the code of this State might say, the authorities were positive in relation to a corporation not having any legal existence, for the purpose of being sued and having judgments entered upon it outside of the territory to which its corporate powers were limited.

The Court took the papers and reserved its decision.

UNITED STATES DISTRICT COURT—Oct. 22.—Before Judge SMALLEY.

DEPOSITION BY JUDGE BETTS—IMPORTANT BEAMEN'S WAGE CASE—THE TREATY POWERS OF CONSULS, &c.

Henry W.att., att., for the bark *Hawke*, and Charles W. Shaefer et al.

Answer and exceptions. Filed Oct. 13, 1865; answer and exceptions, Jan. 9, 1866; points submitted Jan. 19, 1866.

A bill was filed in the above action by members of the crew of the bark *bark* (*Bremen*) in the port of New York, on the 13th of October, 1865, then in possession of a trading voyage through various ports to home ports, demanding the payment of wages earned by the helmsmen up to the time of filing.

On the 10th day of January thereafter the master of the bark *bremen* appeared in court, and interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his answer and exceptions to the aforesaid bill, and noted them, admitting the bill was filed in the port of New York, in the name of the bark *bremen*, and the master met at the office of the Consul General, and the master was submitted to his judgment; and he explicitly directed them to return to duty on board, and to remain in the vessel, and to continue to contract, and abandoned said bark at New York, in September, 1865, before the termination of their shipping contract, and against the consent and orders of the said ship, and in violation of the authority and commands of the said master, and the master interposed and filed his